

Terms and Conditions Governing DuitNow Transfer Services

In these DuitNow Terms and Conditions ("**DuitNow Terms**"), references to "You", "Your" and "Yours" refer to the Citibank Berhad ("**Citibank**") customer who is utilizing DuitNow Transfer service and has an account with Citibank and references to "We", "Our", "Ours" and "Us" refer to Citibank.

These DuitNow Terms, the Master Account Services Terms ("**MAST**") or the Master Account and Service Terms-i (for Current Account-i) ("**MAST-i**"), as the case may be (including the Confidentiality and Data Privacy Condition ("**CDPC**") and the Country Addendum govern Your use of the DuitNow Transfer service provided by Us. In the event of a conflict between the MAST or MAST-i and the Country Addendum, the Country Addendum prevails; and if there is a conflict between the MAST or MAST-i or the Country Addendum with these Terms, these Terms prevail.

In these DuitNow Terms, "**the Terms**" refers collectively to these DuitNow Terms, the MAST or MAST-i (including the CDPC), and the Country Addendum.

1. Definitions

- (a) "**Account**" means an E-money account offered by issuers of e-money and all types of deposit accounts offered by banks, except for fixed deposit accounts. This shall include, but is not limited to all types of conventional and/or Islamic current accounts, investment accounts and virtual internet accounts.
- (b) "**Affiliate**" of a person means any entity, present or future, that directly or indirectly Controls, is Controlled by, or is under common Control with the person, and any branch or representative offices thereof. Citibank's Affiliates include Citibank, N.A. and Citigroup Technologies, Inc.
- (c) "**Available Balance**" means in relation to any designated Account maintained by You with Us, the aggregate balance amount of immediately available and freely transferable funds, credited to such Account.
- (d) "**Control**" means that an entity possesses directly or indirectly the power to direct or cause the direction of the management and policies of the other entity, whether through the ownership of voting shares, by contract or otherwise.
- (e) "**Data Protection Law**" means any and all applicable data protection and privacy laws and regulations relating to the processing of Personal Data, including any amendments or supplements to or replacements thereof.
- (f) "**Data Subject**" means a natural person who is identified, or who can be identified directly or indirectly, in particular by reference to an identifier such as, but not limited to, a name, an identification number or, if different, the meaning given to this term or nearest equivalent term under applicable Data Protection Law. For the purpose of these Terms, Data Subjects may be the Company's or any of its Affiliate's personnel, related parties, customers, suppliers or payment beneficiaries.
- (g) "**DuitNow Transfer**" means a service which allows customers to initiate and receive instant credit transfers using a recipient's account number or DuitNow ID.
- (h) "**DuitNow ID**" means an identifier of an account holder such as a mobile number, identity card number, passport number, army number or police number (in the case of an individual) or business registration number (in the case of a corporate customer) or any other identifiers as may be introduced by the DuitNow Operator from time to time.

- (i) **"DuitNow Operator"**, **"NAD Operator"** means Payments Network Malaysia Sdn. Bhd. (Registration No. 200801035403 (836743-D)) (**"PayNet"**).
- (j) **"E-money account"** means a payment instrument that stores funds electronically in exchange for funds paid to the issuer and can be used as a means of making payment to any person other than the issuer.
- (k) **"Indirect Losses or Damages"** means any special or punitive damages, or indirect, incidental, consequential loss or damage, or any loss of profits, goodwill, business opportunity, business revenue or anticipated savings.
- (l) **"Losses or Damages"** means any losses or damages (whether such losses or damages are direct, indirect, consequential or otherwise) liabilities, costs, claims, actions or proceedings of any kind whatsoever.
- (m) **"National Addressing Depository"** or **"NAD"** means a central addressing depository established by the NAD Operator that links a bank account or an e-money account to a recipient's DuitNow ID and facilitates payment to be made to a recipient by referencing the recipient's DuitNow ID.
- (n) **"Payment Facilitator"** means a third party which facilitates payments, including without limitation, payment system infrastructure, communications, clearing and other payment service providers, and intermediary, agent and correspondent banks.
- (o) **"Personal Data"** means any information in respect of commercial transactions that relate directly or indirectly, alone or in combination with other information, to identify a Data Subject, and includes personal data as defined under Malaysia's Data Protection Laws.
- (p) **"Representatives"** means a person's officers, directors, employees, agents, representatives, professional advisers and Third Party Service Providers.
- (q) **"Third Party Service Provider"** means a third party selected by the receiving party or its Affiliate to provide services to or for the benefit of the receiving party, and who is not a Payment Facilitator. Examples of Third Party Service Providers include technology service providers, business process outsourcing service providers and call center service providers.
- (r) **"Your Personal Data"** means Personal Data relating to a Data Subject received by or on behalf of Citibank from You, Your Affiliates and their respective Representatives and other parties in the course of providing Accounts (as defined in the Terms) and Services (as defined in MAST or MAST-i, and includes the DuitNow Transfer service) to You.

2. Introduction

- (a) These Terms apply to and regulate your use of the DuitNow Transfer service offered by Us. The DuitNow Transfer service allows You to transfer an amount specified by You from Your designated Account maintained with Us, to an Account maintained by Your recipient at a participating DuitNow Transfer participant via Pay to account number and Pay via DuitNow ID, or such other means as prescribed by Us or the DuitNow Operator from time to time.
- (b) By using the DuitNow Transfer service, You acknowledge that You accept the Terms.

3. DuitNow Transfer Services

- (a) If You wish to send funds via DuitNow Transfer, You must first initiate a payment by entering the recipient's DuitNow ID in Our CitiDirect®.
- (b) We will perform a 'Name Enquiry' to verify the recipient's registration of its DuitNow ID in NAD and if the recipient is registered, We will display the name of such registered DuitNow Transfer recipient.
- (c) You are responsible for the correct entry of the recipient's DuitNow ID and ensuring that the recipient's name displayed is the intended recipient of the funds and that the Available Balance in Your designated Account is sufficient for the purpose of the DuitNow Transfer transaction prior to confirming the DuitNow transaction.
- (d) We will notify You on the status of each successful, failed or rejected DuitNow Transfer transaction via any of Our available communication channels chosen by You.
- (e) You acknowledge and agree that We shall have no duty to and shall not be required to take any steps to verify or seek any other confirmation from any party as to whether such registered recipient is the intended recipient, and We shall not be liable for transferring the funds to such registered recipient even if such person is not the intended recipient.
- (f) Pursuant to Clause 3(d) above, You agree that once a DuitNow Transfer transaction has confirmed, it will be deemed irrevocable and You will not be able to cancel, stop or perform any changes to that DuitNow Transfer transaction.

4. Multiple Name Enquiry Requests

- (a) You are advised not to submit multiple "Name Enquiry Requests" without a confirmed DuitNow Transfer transaction. We shall not display the results of the "Name Enquiry Requests" or proceed with your DuitNow Transfer payment instruction upon *[insert number of times]* consecutive Name Enquiry Requests that are not followed with a confirmed DuitNow Transfer transaction.
- (b) Without prejudice to any of Our rights and remedies, We reserve the right to terminate or suspend Your access to and use of the DuitNow Transfer service where We consider in Our sole discretion that inappropriate, fraudulent or suspicious use is being made of the DuitNow Transfer services, such as where multiple "Name Enquiry Requests" are submitted without a confirmed DuitNow Transfer transaction. You are advised to contact Us should You encounter any issues relating to the foregoing.

5. Recovery of Funds

- (a) You have rights in relation to the investigation and recovery of, erroneous payments and unauthorized (includes fraudulent) DuitNow Transfer transactions made from Your Account with Us and You may make a request for recovery of funds under these circumstances.
- (b) You acknowledge and agree that, any requests for recovery of funds where You made an erroneous DuitNow Transfer transaction or where You alleged that the DuitNow Transfer transaction was not authorised by You or was fraudulent will be processed by Us on a reasonable efforts basis and subject to the terms and conditions prescribed by the DuitNow Operator from time to time. You understand that You may not be able to recover the funds.

6. Liability and Indemnity

- (a) You acknowledge and agree that, unless expressly prohibited by mandatory laws, in addition to the exclusion of liability provisions in the MAST or MAST-i (including the CDPC) or Country Addendum, We and the DuitNow Operator shall also not be liable to You for any Losses or Damages in respect to any matter of whatsoever nature in connection with the DuitNow Transfer services offered by Us arising from:
- (i) Your negligence, misconduct or breach of any of the Terms;
 - (ii) Any erroneous transfer of funds by You, including any transfer of funds to the wrong DuitNow ID, wrong recipient or wrong third party; or
 - (iii) Any failure, delay, error or non-transmission of funds due to system maintenance, breakdown or non-availability of any network, software or hardware of Citibank and the DuitNow Operator; or
 - (iv) The suspension, termination or discontinuance of the DuitNow Transfer services.
- (b) Neither We nor the DuitNow Operator shall have any liability to third parties for any Losses or Damages.
- (c) Neither We nor the DuitNow Operator shall have any liability for any Indirect Losses or Damages, whether arising out of breach of contract, tort (including negligence) or otherwise.
- (d) You shall indemnify, defend and hold Us, Our Affiliates, the DuitNow Operator and the DuitNow Operator's Affiliates harmless from and against any Losses or Damages suffered due to any claim, demand, proceeding or action brought against Us, our Affiliates, the DuitNow Operator and the DuitNow Operator's Affiliates, resulting from Your negligent or fraudulent act.

7. Compliance with Foreign Exchange Policy Notices and regulations

- (a) You represent and warrant that You are a resident (as defined in the Financial Services Act 2013 of Malaysia, read together with the prevailing Foreign Exchange Policy Notices issued by Bank Negara Malaysia ("**BNM**") ("**FEP Notices**") ("**Resident**"), and accessing and utilizing the DuitNow Transfer service to transact with Your counterparty which is a Resident, for a permitted purpose. You shall promptly inform Us in writing, in the event there is a change to Your or Your counterparty's residency status.
- (b) You represent and warrant that You shall comply with the FEP Notices at all times, for all activities performed for or transacted via Your account maintained with Us, including to access and utilize the DuitNow Transfer service. You undertake that You shall provide to Us all information and documentation as may be requested by Us or BNM, to substantiate Your compliance with the FEP Notices and/or to facilitate Our due diligence process or Our reporting obligations or such other internal compliance requirements, within such period as may be prescribed by Us or BNM.
- (c) Where an approval or registration requirement is triggered for any proposed transaction pursuant to the FEP Notices, You must submit Your application based on the instructions set out in BNM's website (at <https://www.bnm.gov.my/submission-of-application-and-report>). You shall provide to Us a copy of the relevant approval or registration, prior to performing any proposed transaction.

- (d) As the FEP Notices may be revised by BNM periodically, You are advised to read and understand the entire prevailing FEP Notices and the Minimum Due Diligence Guides published at BNM's website (at <https://www.bnm.gov.my/fep>).

8. General

- (a) In the event there is a DuitNow Transfer into Your Account, any credit to Your Account is made before receipt by Us of a corresponding and final payment in cleared funds. You hereby agree and acknowledge that, regardless of whether You have received a notification on the credit confirmation, We may reverse all or part of the credit (including any interest thereon) from Your Account in the event that We do not receive final payments in cleared funds.
- (b) We reserve the right to revise at any time, such charges for the use of the DuitNow Transfer services, by providing You with thirty (30) days written notice. Such revisions shall take effect from the date stated in the notice. Such notice may be published via any mode of communication as may be determined by Us. It shall be Your responsibility to be informed of, or otherwise seek out any such notice posted. Where You continue to access or use the DuitNow Transfer services after such notification, You shall be deemed to have agreed to and accepted such revisions to such charges.
- (c) You acknowledge that We may terminate Your use of the DuitNow Transfer services with Us for any reason, at any time and without prior notice. Termination shall not prejudice or affect any right or action or remedy which has accrued or shall thereafter accrue in relation to Us. The Terms which by their nature and content must survive termination (including, without limitation, provisions relating to confidentiality and data privacy, exclusion or limitation of liability, and indemnities provided to Us) shall survive termination.
- (d) You acknowledge that We may change, restrict, vary, suspend or modify the Terms from time to time with notice. Such notice may be published via any agreed mode of communication. Where you continue to access or use the DuitNow Transfer services after such notification, You shall be deemed to have agreed to and accepted the Terms as changed, restricted, varied, suspended or modified.
- (e) You consent to the collection, use and disclosure of Your Personal Data by Us, Our Affiliates, Our service providers and the DuitNow Operator as required for the purposes of the DuitNow Transfer service. This consent is in addition to, and not in substitution, of Your agreement to the Processing (as defined in the CDPC) of Customer Personal Data (as defined in the CDPC) as set out in the MAST or MAST-i (including the CDPC) and Country Addendum.

The consent/authorization provided for the collection, use and disclosure in these Terms will remain valid until such time it is being withdrawn/revoked in writing. You agree that any revocation/withdrawal shall be submitted or provided in writing or via email to Us upon which We will process the request within such reasonable time of receiving the same. In the event that We may not be in a position to continue/is prevented from continuing to provide its products and services to You due to the withdrawal/revocation, We will, in such circumstances, notify You before completing the processing of Your request.

- (f) These Terms are governed by and shall be construed in accordance with the laws of Malaysia and you agree to submit to the non-exclusive jurisdiction of the courts of Malaysia.